

1893-005 Chancery Causes: C. W. Brownson vs. W. G. Colson  
Lee Co.

CA - Contract Dispute



To the Honorable H.S.K. Morison, Judge of the Circuit Court of Lee county, Virginia:

Humbly complaining your orator, C.W. Brownson, will show to your Honor that heretofore, to wit: during the year 1892, he furnished material and lumber to W.G. Colson of said county of Lee to be used in the dwelling house recently built by the said Colson on his farm in said county, amounting in the aggregate to \$518.42, this lumber and material was furnished to R.M. Claiborn the general contractor on said house. Upon this sum of \$518.42 there was paid to your orator before the 14th day of November, 1892, the sum of \$58.57 leaving a balance due on that day of \$459.85, and on that day, to wit: on the 14th day of November 1892, and within less than 30 days from the time when he furnished said materials and within less than 30 days from the completion of said building, your orator filed in the Clerk's office of Lee county, Virginia an account showing the amount and character of the material and lumber furnished, the prices charged therefor, the payment made to him, the balance due verified by his oath, with a statement attached declaring his intention to claim the benefit of a mechanic's lien on said property and giving a brief description of said property, all of which will more fully appear by reference to said account and declaration which are herewith filed as part hereof marked exhibit "A". Your orator will now show your Honor that before furnishing said lumber and materials he gave notice in writing to W.G. Colson the owner of said property that he had contracted to furnish said lumber and materials to said R.M. Claibourn the general contractor for the construction of said house. Your orator will further show your Honor that the materials and lumber furnished by him were used in the construction of said house and that your orator, after said materials were furnished by him, and before the expiration of 30 days from the time of the completion of said building, furnished to W.G. Colson, the owner of said house, and to R.M. Claibourn, the general contractor, each, a correct account verified by affidavit of his claim against the general contractor for the lumber and materials furnished, and of the amounts still due him. Your orator will now further show your Honor that since the filing and recording of said lien aforesaid, to wit: on the 18 day of 18 there has been paid to him the sum of \$336.00 which constitutes a credit on said lien, leaving a balance of



\$123.85 with its interest still due to your orator. Your orator will further show your Honor that the house for which he furnished said lumber and materials and in which the same ~~was~~ used was erected for said W.G. Colson on a tract of land situated in Rose Hill district Lee county, Virginia, containing 480 acres more or less, it being the same tract of land owned by Wm. Woodson in his life-time and known as said Woodson's home place, and adjoins the lands of S.C. Kincaid, R.E. Crockett and others. Now the object of this bill is to enforce said lien and to collect said balance of \$123.85 with its interest, and to subject to sale said house and enough of said land to pay and satisfy said debt, and being without an adequate remedy at law he asks your Honor's court of Chancery to take cognizance of his cause and grant him proper relief. To this end he makes W.G. Colson the party defendant to this bill and prays that he be required to answer its several allegations, but answer under oath is expressly waived, and that upon a hearing a decree be entered in his favor for his claim with its interest and for a sale of said house and lands or of enough thereof to pay the same, and for full general relief. May spa. issue, &c.

C. W. Brownson,

By  
*C. T. Lawrence*  
*Atty for Plaintiff*

his counsel.



At 1/5.89

C.W. Brownson } Bill in  
vs. }  
W.G. Colson. } Chan'ry.

1893 2<sup>nd</sup> Febry Rules Bill  
Filed & returned  
not executed & contd  
" 14<sup>th</sup> 2<sup>nd</sup> March Rules "  
" 14<sup>th</sup> 2<sup>nd</sup> April " "  
" 14<sup>th</sup> 2<sup>nd</sup> May " "  
" 14<sup>th</sup> 2<sup>nd</sup> June " "  
" 14<sup>th</sup> 2<sup>nd</sup> July " "  
" 14<sup>th</sup> 2<sup>nd</sup> Sept & Octo " "



Middlesborough, Ky., Nov. 14<sup>th</sup> 1892

M. W. G. Colson House

By R. M. Cleburn Contract

To C. W. BROWNSON, Dr.

MANUFACTURER'S AGENT,

Dealer in

Lumber, Sash, Doors, Blinds and all Builder's Materials.

LUMBER SOLD ON COMMISSION.

130 pcs	2 x 10 x 16	3466
68 "	2 x 6 x 18	1224
16 "	2 x 10 x 10	168
12 "	2 x 8 x 18	288
6 "	2 x 8 x 20	160
16 "	2 x 6 x 12	192
16 "	2 x 8 x 12	256
16 "	2 x 4 x 12	128
12 "	2 x 4 x 18	144
6 "	2 x 4 x 20	126
41 "	2 x 4 x 10	273
6 "	2 x 6 x 16	96
246 "	2 x 4 x 10	1640

Middlesborough, Ky., ..... 189

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To C. W. BROWNSON, Dr.

MANUFACTURER'S AGENT,

Dealer in

Lumber, Sash, Doors, Blinds and all Builder's Materials.

LUMBER SOLD ON COMMISSION.

100 pcs -	2 x 4 x 14	933
80 "	1 x 3 x 12	240
		<u>9434</u>
600 ft.	stand. ceiling	
2000 ft.	" flooring	
28 m	Cypress shingles	
2500 ft.	1 x 4 sheathing	
500 "	1 x 12 boards scaffolds	
11	columns turn	
300 ft.	1/4 round	
9	Windows 30 x 36 - 2	
13	" 30 x 32 - 2	
2	" 20 x 36 - 2	
1	" 14 x 24 - 4	



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To C. W. BROWNSON, Dr.

MANUFACTURER'S AGENT,

Dealer in

Lumber, Sash, Doors, Blinds and all Builder's Materials.

LUMBER SOLD ON COMMISSION.

9	pcs.	1 1/4 x 12 x 10	Pine	drs	108
9	"	7/8 x 7 x 10	Pop.	drs	60
3	"	1 3/4 x 12 x 12	Pine	"	
6	"	1 3/4 x 10 x 14	drs	Pop	
6	"	1 1/4 x 12 x 12	drs	oak	
6	"	7/8 x 7 x 12	"	"	
6	"	7/8 x 12 x 12	"	"	
20 oak balustrades					
10	pcs.	7/8 x 12 x 1 x 4	Pop	drs	
3	"	7/8 x 8 x 12	"	"	
6	"	1 1/4 x 11 x 12	"	"	
6	"	7/8 x 7 x 12	"	"	
250 ft. lattice B. M.					

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To C. W. BROWNSON, Dr.

MANUFACTURER'S AGENT,

Dealer in

Lumber, Sash, Doors, Blinds and all Builder's Materials.

LUMBER SOLD ON COMMISSION.

24 pcs.  $7/8 \times 14 \times 14$  Pop & Ls

24 "  $7/8 \times 8 \times 14$  " "

24 "  $7/8 \times 8 \times 14$  " "

24 "  $7/8 \times 5 \times 14$  " "

24 "  $7/8 \times 2 \times 14$  " "

2 Sash doors

2 Doors  $6^3 \times 8^6 - 2^u$

8 "  $2^{10} \times 6^{10} \times 1^{3/8}$  3P. #1

1 Sash door  $2^8 \times 6^8 - 1^{3/5}$

7 doors  $2^8 \times 6^8 - 4P.$

20 ft. oak rail

500 lin fl.  $7/8 \times 5^{1/2}$  oak casing

250 " "  $7/8 \times 10$  " base



Middlesborough, Ky., ..... 189

M.....

To C. W. BROWNSON, Dr.

MANUFACTURER'S AGENT,

Dealer in

Lumber, Sash, Doors, Blinds and all Builder's Materials.

LUMBER SOLD ON COMMISSION.

600 lin fr.  $\frac{1}{8}$  x 10 x 12 oak boards  
Price on above as per  
Contract

498 42

Cash and material  
returned

58 57

439 85

To 1000 laths not included  
in above contract

Total amt. due -

<del>20</del>	00
<del>459</del>	85
336	00
123	85



The affiant C. W. Brownson states that the author  
is an inmate of the Penitentiary in the construction of  
account against R. M. Claiborne is a just  
demand and is due and unpaid and that  
there is no offset or discount against same  
or any usury embraced therein

C. W. Brownson

Subscribed and sworn to before me by  
C. W. Brownson this 14 day of November 1882

A. U. Martin

N. O. Bell Co Ky



J. C. W. Brownson of the Town of Middleborough in the County of Bell and State of Kentucky do hereby declare my intention to claim the benefit of a lien, (for materials furnished) on the brick dwelling house recently erected for W. G. Colson, in Lee County Virginia. This house is erected and stands on the farm formerly owned by W<sup>m</sup> Woodson conveyed by the said Woodson to his daughter Elizabeth Gony, and by the said Elizabeth Gony and J. H. Gony her husband sold to W. G. Colson, or to W. G. Colson and J. M. Whelan. said farm contains 480 acres more or less is situated in the Race Hill Magisterial District in Lee County Virginia and lies on both sides of Station Creek. The amount for which said lien is claimed is, \$459.85 and is correctly shown by an account hereto attached as part hereof marked 'A.' Given under my hand this 14<sup>th</sup> day of November 1892.

C. W. Brownson  
by J. M. Taylor Agt.  
Virginia Lee County to wit:

On the office of the clerk of the said county the 15<sup>th</sup> day of November 1892 this Mechanics Lien was presented and admitted to record.  
John R. Gibson Clerk



C. W. Brownson  
vs J. McKinnon & Son  
W. G. Colson By T. J.

Recorded Deeds  
Book 28 P. 309  
J. R. Gibson C. G.

OD



# The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON.....

*W. H. Watson*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the ~~1st~~ <sup>third</sup> Monday in.....

*February 1898* next, being rule day to answer a bill in Chancery exhibited in our said Court against

..... *him* by.....

*W. W. Brownson*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This..... *9<sup>th</sup>* .....day of..... *February* .....18*98*..... in the 11<sup>*7*</sup> year of the Commonwealth.

A Copy Teste.....

*J. A. G. Hyatt* Clerk.



for  
W. G. Colson



# The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON.....

*W. R. Colson*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the <sup>third</sup> ~~first~~ Monday in.....  
*February 1893* being rule day to answer a bill in Chancery exhibited in our said Court against

.....

by.....

*C. W. Brownson*

And have then and there this writ. Witness, J A. G. Hyatt, Clerk of said Court at the Courthouse.

This..... *9<sup>th</sup>* day of *February* .....18*93* in the 11<sup>*7*</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste..... Clerk.



LD

C. W. Brownson  
vs 3 Spain Chey

W. L. Leeson  
To S<sup>nd</sup> Feby, Rules 1893

Not executed  
on account of  
sickness

This Feb. 20<sup>th</sup> 93.  
J. W. Weston  
Dft for C. E.  
Flanary  
S. L. C.